

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application of: Ruben et al.

Attorney Docket No.: PF155P2

Application No.: 10/035,212

Art Unit: 1642

Filed: January 4, 2002

Examiner: Not Yet Assigned

Title: Keratinocyte Growth Factor-2

TECH CENTER 1600/2900

JAN 23 2003

RECEIVED

**STATEMENT UNDER 37 C.F.R. § 3.73, REVOCATION OF PRIOR  
POWERS OF ATTORNEY OR AUTHORIZATIONS OF AGENT, AND  
POWER OF ATTORNEY OR AUTHORIZATION OF AGENT**

Commissioner for Patents  
Washington, D.C. 20231

Sir:

**Statement Under 37 C.F.R. § 3.73**

Human Genome Sciences, Inc., organized and existing under the laws of the State of Delaware, having its principal place of business at 9410 Key West Avenue, Rockville, Maryland 20850, states that it is the assignee of record of the entire right, title and interest for the above-identified application by virtue of an assignment from the inventors of the above-identified application. A copy of the assignment is attached.

The undersigned, whose title is supplied below, is empowered to sign this document on behalf of the assignee. The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

**Revocation of Prior Powers of Attorney or Authorizations of Agent**

The assignee, Human Genome Sciences, Inc., hereby revokes all previous powers of attorney or authorizations of agent given in the above-captioned application.

**Power of Attorney or Authorization of Agent**

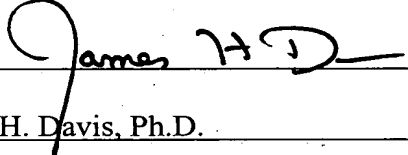
The assignee, Human Genome Sciences, Inc., hereby appoints the Practitioners at **Customer Number 22195** as its attorneys or agents with full power of substitution, association, and revocation to prosecute the application identified above, including any

continuation or divisional applications, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to the above-mentioned Customer Number, namely **22195**. Please also change the Attorney Docket Number to that noted above, namely **PF155P2**.

On behalf of Human Genome Sciences, Inc.

For: Human Genome Sciences, Inc

Signature: 

Name: James H. Davis, Ph.D.

Title: Senior Vice President, General Counsel, and Secretary

Date: 1/21/2003

RECEIVED  
JAN 23 2003  
TECH CENTER 160012900

# ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: 1) Steven M. RUBEN; 2) Pablo JIMENEZ; 3) Roxanne D. DUAN; 4) Mark A. RAMPY; 5) Donna MENDRICK; 6) Jun ZHANG; 7) Jian NI; 8) Paul A. MOORE; 9) Timothy A. COLEMAN; 10) Joachim R. GRUBER; 11) Patrick J. DILLON; 12) Reiner L. GENTZ the undersigned inventor(s) hereby sell(s) and assign(s) to Human Genome Sciences, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

☒ for the United States of America (as defined in 35 U.S.C. § 100),

☒ and throughout the world,

(a) in the invention(s) known as Keratinocyte Growth Factor-2 for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 1) \_\_\_\_\_ : 2) \_\_\_\_\_ : 3) \_\_\_\_\_  
4) \_\_\_\_\_ : 5) \_\_\_\_\_ : 6) \_\_\_\_\_ : 7) 8/31/02 :  
8) \_\_\_\_\_ : 9) \_\_\_\_\_ : 10) \_\_\_\_\_ :  
11) \_\_\_\_\_ : 12) \_\_\_\_\_ (also known as United States Application No. 10/035,212, filed January 4, 2002), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

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The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) James H. Davis, Registration No. 40,582; Kenley K. Hoover, Registration No. 40,302; Michele M. Wales, Registration No. 43,975; Mark J. Hyman, Registration No. 46,789; and Janet M. Martineau, Registration No. 46,903, all of Human Genome Sciences, Inc., 9410 Key West Avenue, Rockville, MD 20850, and Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Edmund, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,331; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.


Date: \_\_\_\_\_ Signature of Inventor: Steven M. RUBEN

Date: \_\_\_\_\_ Signature of Inventor: Pablo JIMENEZ

Date: \_\_\_\_\_ Signature of Inventor: Roxanne D. DUAN

Date: \_\_\_\_\_ Signature of Inventor: Mark A. RAMPY

Date: \_\_\_\_\_ Signature of Inventor: Donna MENDRICK

Date: _____	Signature of Inventor: _____
	Jun ZHANG
Date: <u>8/31/02</u>	Signature of Inventor: 
	Jian NI
Date: _____	Signature of Inventor: _____
	Paul A. MOORE
Date: _____	Signature of Inventor: _____
	Timothy A. COLEMAN
Date: _____	Signature of Inventor: _____
	Joachim R. GRUBER
Date: _____	Signature of Inventor: _____
	Patrick J. DILLON
Date: _____	Signature of Inventor: _____
	Reiner L. GENTZ

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☒ and throughout the world,

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4) 5/28/02 ; 5) \_\_\_\_\_ ; 6) 5/20/02 ; 7) \_\_\_\_\_ ;  
8) 5/20/02 ; 9) \_\_\_\_\_ ; 9) \_\_\_\_\_ ; 10) \_\_\_\_\_ ;  
11) \_\_\_\_\_ ; 12) 5/29/02 (also known as United States Application No. 10/035,212, filed January 4, 2002), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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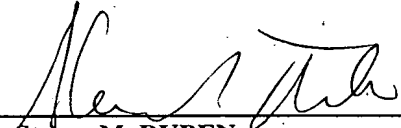
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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.


Date: 5/14/02 Signature of Inventor:   
Steven M. RUBEN

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Pablo JIMENEZ

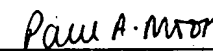
Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Roxanne D. DUAN

Date: 28 May 2002 Signature of Inventor:   
Mark A. RAMPY

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Donna MENDRICK

Date: 5/20/02 Signature of Inventor:   
Jun ZHANG

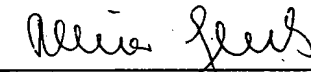
Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Jian NI

Date: 5/20/02 Signature of Inventor:   
Paul A. MOORE

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Timothy A. COLEMAN

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Joachim R. GRUBER

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Patrick J. DILLON

Date: 5/29/02 Signature of Inventor:   
Reiner L. GENTZ



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☒ and throughout the world,

*29,021*  
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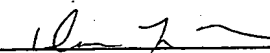
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Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Steven M. RUBEN

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Pablo JIMENEZ

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Roxanne D. DUAN

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Mark A. RAMPY

Date: May 23, 2002 Signature of Inventor:   
Donna MENDRICK

Date: \_\_\_\_\_ Signature of Inventor: Jun ZHANG

Date: \_\_\_\_\_ Signature of Inventor: Jian NI

Date: \_\_\_\_\_ Signature of Inventor: Paul A. MOORE

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Date: \_\_\_\_\_ Signature of Inventor: Patrick J. DILLON

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Steven M. RUBEN

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Pablo JIMENEZ

Date: \_\_\_\_\_ Signature of Inventor: Roxanne Duan 8/2/00  
Roxanne D. DUAN

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
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Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
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Date: \_\_\_\_\_ Signature of Inventor: Reiner L. GENTZ

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In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: 1) Steven M. RUBEN; 2) Pablo JIMENEZ; 3) Roxanne D. DUAN; 4) Mark A. RAMPY; 5) Donna MENDRICK; 6) Jun ZHANG; 7) Jian NI; 8) Paul A. MOORE; 9) Timothy A. COLEMAN; 10) Joachim R. GRUBER; 11) Patrick J. DILLON; 12) Reiner L. GENTZ the undersigned inventor(s) hereby sell(s) and assign(s) to Human Genome Sciences, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

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☒ and throughout the world,

29,021  
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4) \_\_\_\_\_ ; 5) \_\_\_\_\_ ; 6) \_\_\_\_\_ ; 7) \_\_\_\_\_ ;  
8) \_\_\_\_\_ ; 9) \_\_\_\_\_ ; 9) 5/14/02 ; 10) \_\_\_\_\_ ;  
11) \_\_\_\_\_ ; 12) \_\_\_\_\_ (also known as United States Application No. 10/035,212, filed January 4, 2002), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
**Steven M. RUBEN**

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
**Pablo JIMENEZ**

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
**Roxanne D. DUAN**

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
**Mark A. RAMPY**


Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
**Donna MENDRICK**



Date: \_\_\_\_\_ Signature of Inventor: Jun ZHANG

Date: \_\_\_\_\_ Signature of Inventor: Jian NI

Date: \_\_\_\_\_ Signature of Inventor: Paul A. MOORE

Date: 5/19/02 Signature of Inventor:   
Timothy A. COLEMAN

Date: \_\_\_\_\_ Signature of Inventor: Joachim R. GRUBER

Date: \_\_\_\_\_ Signature of Inventor: Patrick J. DILLON

Date: \_\_\_\_\_ Signature of Inventor: Reiner L. GENTZ

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Date: 10.09.02 Signature of Inventor: Patrick J. DILLON

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